

# APPLICATION AND PERMIT TO USE RIGHT OF WAY

## UTILITIES AND OTHER

**COPY OF PERMIT MUST BE PRESENT AT WORK SITE DURING CONSTRUCTION**

PUBLIC ROAD SURFACE TYPE:  
DIRT  GRAVEL  PAVEMENT

START DATE: \_\_\_\_\_

EST. COMPLETION DATE: \_\_\_\_\_

ROAD NAME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

### NOTICE

This permit shall not be valid for excavation until, or unless, the provisions of Idaho Code Title 55, Chapter 22 have been complied with.

**PRIOR TO EXCAVATION, CALL DIGLINE  
1 (800) 342-1585**

UTILITY	DISTANCE FROM CENTER LINE: _____	UTILITY TYPE _____
OVERHEAD <input type="checkbox"/>	SIZE OF PIPE _____	ANGLE OF CROSSING _____
UNDERGROUND <input type="checkbox"/>	VERTICAL CLEARANCE _____	DEPTH _____
OTHER	DESCRIPTION OF WORK: _____	

A PLAN OF PROPOSED WORK AND APPLICABLE TRAFFIC CONTROL PLANS MUST BE ATTACHED.  
SPECIAL PROVISIONS:

See reverse side for General Provisions.

Certificate of Insurance Provided

I CERTIFY THAT I AM THE AUTHORIZED UTILITY COMPANY REPRESENTATIVE AND REQUEST PERMISSION TO CONSTRUCT THE ABOVE FACILITIES WITHIN THE HIGHWAY RIGHT OF WAY IN ACCORDANCE WITH THE GENERAL PROVISIONS PRINTED ON THE REVERSE SIDE OF THIS FORM, THE SPECIAL PROVISIONS AND THE PLANS MADE A PART OF THIS PERMIT.

COMPANY \_\_\_\_\_

APPLICANT - PLEASE TYPE OR PRINT \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

SUBJECT TO ALL TERMS, CONDITIONS, AND PROVISIONS SHOWN ON THIS FORM OR ATTACHMENTS. PERMISSION IS HEREBY GRANTED TO THE ABOVE NAMED APPLICANT TO PERFORM THE WORK DESCRIBED ABOVE.

**CANYON HIGHWAY DISTRICT NO. 4**

FEE: \_\_\_\_\_ (NON-REFUNDABLE)

BY: \_\_\_\_\_

TOTAL DEPOSIT REQUIRED: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

### OFFICE USE ONLY

BOND/LETTER OF CREDIT AMOUNT: \_\_\_\_\_

CASH/CHECK DEPOSIT: \_\_\_\_\_ DATE: \_\_\_\_\_

REFUND AMOUNT: \_\_\_\_\_ DATE: \_\_\_\_\_

This form may be reproduced for use in making multiple applications.

Revised 3/08

## GENERAL PROVISIONS (UTILITIES AND OTHER)

1. A deposit in an amount to be determined by the highway district (minimum \$200.00) shall accompany this application. If proper repair is made and accepted within ten (10) days, the deposit will be refunded. If proper repair is not completed within ten (10) days, the highway district will make the repair and the deposit will be forfeited. The administrative fee is non-refundable.
2. All utilities must be installed under culverts.
3. During the progress of the work, such barricades, lights and other traffic control devices shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public. Said barricades, lights and other traffic control devices shall conform to the current issue of the *Manual on Uniform Traffic Control Devices for Streets and Highways*. Parked equipment and stored materials shall be as far from the travelway as feasible. Items left overnight within 30 ft. of travelway shall be marked and/or protected.
4. In accepting this permit, the permittee, its successors and assigns, agrees to hold the highway district harmless from any and all liability on account of the erection, installation, construction, maintenance or operation of the facilities located under this permit.
5. Any disturbance of the traveled surface of the road and/or traffic control devices shall be restored to the satisfaction of the highway district. Permittee shall be responsible for proper pavement cut, excavation, backfill, compaction and asphalt repair. Asphalt repair shall be in accordance with Standard Provisions and Drawings of the District's currently adopted Highway Standards and Development Procedures.
6. If the work done under this permit interferes in any way with the drainage of the highway, the permittee shall wholly and at his own expense make such provision as the highway district may direct to take care of said drainage.
7. On completion of said work herein contemplated, all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable to the satisfaction of the highway district.
8. All of the work herein contemplated shall be done to conform with current government and industry standards under the supervision and to the satisfaction of the highway district and the entire expense of said supervision shall be borne by the permittee.
9. The highway district hereby reserves the right to order the change of location or the removal of any structure(s) or facility(ies) authorized by this permit. Said change or removal to be made at the sole expense of the permittee, or its successor and assigns.
10. All such changes, reconstruction or relocation by the permittee shall be done in such a manner as will cause the least interference with any of the highway district work.
11. This permit shall not be deemed or held to be an exclusive one and shall not prohibit the highway district from granting other permits or franchise rights of like or other nature to other public or private utilities, nor shall it prevent the highway district from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.
12. The highway district may revoke, amend, amplify, or terminate this permit or any of the conditions herein enumerated if permittee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or through willful or unreasonable neglect fails to heed or comply with notices given, or if the utility herein granted is not installed or operated and maintained in conformity.
13. The permittee shall maintain at its sole expense the structure or subject for which this permit is granted.
14. Adequate drawings or sketches shall be included showing the existing and/or proposed location of the facility with respect to the existing and/or planned location of the highway improvement, the traveled way, the rights-of-way lines, and, where applicable, the control of access lines and approved access points.
15. If trench or pavement settlement should occur within two years from the date of installation, repairs shall be made by the permittee as directed by the highway district at no cost to the district. If the permittee fails to make the necessary repairs, the highway district will make the repairs and bill the permittee. No new permits shall be issued to the permittee until such claim has been settled.
16. No work shall be started until an authorized representative of the highway district has given notice to the permittee to proceed. Permittee shall notify the highway district to schedule a time for road closure and opening. If the work will prevent emergency traffic from traveling through, the canyon county sheriff's office must be notified.
17. A deposit or bond in the amount set forth of this permit is required for the protection of the highway district as set forth in the terms of the bond.
18. The permittee shall indemnify and save and hold harmless the district from and for any and all losses, claims, actions or judgments for damages or injury to persons or property and losses and expenses caused or incurred by the permittee, its officers, employees and agents and as provided in general provision #4 of this permit.
19. The permittee shall maintain, and by its acceptance of this permit specifically agrees that it will maintain throughout the term of this permit, liability insurance for any and all losses, claims, actions or judgments for damages or injury to persons or property and losses and expenses caused or incurred by the its officers, employees and agents. The district shall be a named insured in an amount equal to the current liability coverage carried by the District in accordance with its insurance coverage for claim made under the Idaho Tort Claims Act and Idaho's Workers' Compensation Law. The limits of insurance shall not be deemed a limitation of the permittee's covenant to indemnify and save and hold harmless the district from such losses, claims, actions or judgments, and if the district becomes liable for an amount in excess of the insurance limits herein provided, the permittee covenants and agrees to indemnify and save and hold harmless the district from any and all such losses, claims, actions, judgments or expenses for damages or injury to persons or property.
20. The insurance policies obtained by the permittee in compliance with this section must be approved by the district, and such insurance policy, along with written evidence of payments of required premiums, shall be filed and maintained with the district secretary during the term of this permit; or in lieu of an insurance policy, the permittee may submit and keep on file with the district secretary during the term of this permit a current certificate of insurance showing compliance with this section, but said certificate of insurance must disclose that the district is a named insured, the policy period, and that the premium has been paid for the policy period.
21. Any replacement of, addition to, or change in the facility granted by this permit shall require a new permit prior to initiation of such work.